

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

DANIEL D'AMBLY,

Plaintiff,

vs.

CHRISTIAN EXOO a/k/a@ANTIFASH
GORDON; ST. LAWRENCE UNIVERSITY;
TRIBUNE PUBLISHING COMPANY; NEW
YORK DAILY NEWS; VIJAYA GADDE;
TWITTER, INC.; COHEN, WEISS, AND
SIMON, LLP,

Defendants.

CIVIL ACTION NO.: 2:20-cv-12880

(ELECTRONICALLY FILED)

DANIEL D'AMBLY'S STATEMENT OF DISPUTED MATERIAL FACTS

Pursuant to L.Civ.R. 56.1 Plaintiff Daniel D'Ambly (Hereinafter "D'Ambly"), hereby submits the following Statement of Disputed Material Facts in opposition to defendants Tribune Publishing Company and New York Daily News' (collectively "Daily News") request for leave to file a motion for summary judgment:

1. D'Ambly was terminated on January 18, 2019, because the Daily News withheld information relative to threatening voicemails directed at D'Ambly to extort his termination, and then lied about the date they knew the threatening voicemails were received.

2. The Daily News does not apply the provisions in its Employee Handbook uniformly to all racial classes.

3. D'Ambly could not have been terminated because of his activities with the New Jersey European Heritage Association, because those activities include speech and political

protests protected by the First Amendment, and he never associated himself with the Daily News during those activities.

4. To justify D'Ambly's termination, the Daily News concocted a three-month scheme that culminated in the fabricated "cause" of D'Ambly's termination.

5. The Daily News, D'Ambly, and the Teamsters did not spend months litigating this dispute in an arbitral forum. The grievance was withdrawn from arbitration.

6. D'Ambly is entitled to receive substantially more than \$70,000, because his termination was motivated by racial animus and is classic disparate treatment based on racial identity.

7. The Separation Agreement dated September 9, 2019, is based on material misrepresentations made by the Daily News in D'Ambly's Termination of Employment Letter.

8. The separation agreement was not the product of mutual assent.

Respectfully submitted,



Date: January 24, 2021

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